

## **PURCHASE AGREEMENT**

This Purchase Agreement (the "Agreement") is effective on March 26, \_\_\_\_\_, 2021 ("Effective Date") by and between Squirrels Research Labs LLC ("Seller") and MICHAEL MARANDA LLC \_\_\_\_\_ (collectively, the "Purchaser"). This Agreement applies to orders and purchases of hardware ("Product") sold by the Seller to Purchaser. Purchaser accept the terms and conditions contained in this Agreement.

1. **Products.** Purchaser agrees to purchase, and Seller agrees to sell, the Products listed in Addendum 1 attached to, and incorporated into, this Agreement.
2. **Prices and Payment Terms.** Purchaser agrees to pay the total purchase price for the Product, which is exclusive of taxes and shipping, as set forth in Addendum 1. All amounts are payable in U.S. Dollars in immediately available funds. Upon payment of the purchase price, title to the Product automatically vests in Purchaser.
3. **Taxes.** Purchaser is responsible for all taxes and duties per Purchaser's import requirements.
4. **Warranty; Manufacturer/Supplier Warranties.** Products come with a twelve (12) month full warranty from the date of delivery ("Warranty Period") covering the Product including, but not limited to, any parts, materials, workmanship, components, and defects of the Product. Any warranty claims must be made in writing and delivered to the Seller as set forth in the Notice provision herein within the Warranty Period. Seller shall immediately repair or replace any Products that are subject to such warranty claims during the Warranty period at Seller's sole costs. The Seller shall pass through to Purchaser, to the extent available, any manufacturer's or supplier's warranties associated with the Products purchased from the Seller, or components or parts contained therein.
5. **Uptime Schedule:** Seller agrees to have the Phase 1 Products, as identified on Addendum 1, running or provide equivalent hashrate within seven (7) days of payment. Seller agrees to have the Phase 2 Products, as identified on Addendum 1, running or provide equivalent hashrate within fourteen (14) days of payment.
6. **Conversion to Equity.** At the discretion of Purchaser, within 30 days of the Purchase, the Phase 2 Products may be converted for 6,000 units of equity in the Company, for a payment of \$293,750.00 (the "Conversion Price"), which equity shall be subject to a buyback right in favor of Seller, at the rate of 120% of the Conversion Price
7. **Seller Buyback Option:** Seller has the right to buyback Phase 1 Products at 120% of purchase price within 60 days of purchase. In the event that Purchaser does not exercise the conversion right in section 6, then Seller has the right to buy back the Phase 2 Products at 115% of purchase price within 60 days of purchase. Seller shall exercise either buyback option by providing written notice to Purchaser; upon payment of the buyback price set forth in this section, title to the Product will automatically vest in Seller.
8. **Purchaser's Right to Cancellation.** This purchase is non-cancelable, non-returnable. Purchaser acknowledges that: (1) orders and/or material forecasts for Products may not be cancelled; (2) orders and/or material requirement forecasts for Products may not be rescheduled; (3) except for Product failure under an applicable Seller warranty, Purchaser may not return Products to Seller.
9. **Notices.** Any notice required under this Agreement shall be delivered, in writing, to the Seller or Purchaser as follows, which may be updated from time to time by the parties:

Seller:

Squirrels Research Labs LLC  
Attn: Jessica Gritzan  
121 Wilbur Dr. NE  
North Canton, OH 44720

jessica@airsquirrels.com

Purchaser:

MICHAEL MARANDA LLC

Attn: Michael Maranda

38 Oaklawn Avenue

Farmingville, New York 11738

michael@michaelmarandallc.com

- 10. Assignment, Binding on Successor and Assigns.** The Purchaser may assign all or any portion of its rights or obligations with respect to the purchase of the Products or under this Agreement or any of its rights or obligations without the prior written consent of Seller. This Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns.
- 11. Miscellaneous.** This Agreement constitutes the entire Agreement between the parties regarding Purchaser's purchase of Products from the Seller and supersedes and replaces any previous communications, representations, or agreements, whether oral or written. No provision of this Agreement may be waived, amended, or modified by either party except in writing signed by both parties. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, all other provisions will still remain in effect. This Agreement will be governed by the substantive laws of the state of Ohio without giving effect to any choice of law rules. Both parties specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Stark County, Ohio in any dispute arising out of or relating to this Agreement, the Products, or the Services.

Seller:

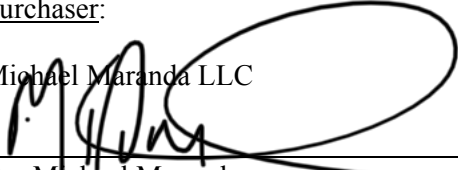
**Squirrels Research Labs LLC**

By:  \_\_\_\_\_

Title: CEO

Purchaser:

Michael Maranda LLC

 \_\_\_\_\_

By: Michael Maranda

Title: Member-Manager

**Addendum 1****A. Product Purchased and Prices:**

Phase A:

<b>Product</b>	<b>Quantity</b>	<b>Price Per Unit</b>
JC35X1	250	\$800
JCC2L	125	\$0

Phase B:

<b>Product</b>	<b>Quantity</b>	<b>Price Per Unit</b>
JC35X1	350	\$ 857.14
JCC2L	175	\$0

**B. Payment Terms:**

Due upon execution